

Prepared by: RETURN:
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, Florida 33444

PCN: 12-43-46-28-06-002-0150
Address: 2001 S. Federal Highway, Delray Beach, FL

UTILITIES EASEMENT AGREEMENT

THIS INDENTURE, made this ____ day of _____, 2024, by and between **MDR MOTORS, LLC**, with a mailing address of 2001 S. Federal Highway, Delray Beach, Florida 33483 (Grantor), and the **CITY OF DELRAY BEACH**, a municipal entity, with a mailing address of 100 N.W. 1st Avenue, Delray Beach, Florida 33444, a municipal corporation in Palm Beach County, State of Florida (Grantee):

WITNESSETH: That the Grantor, for and in consideration of the mutual promises herein contained and other good and valuable considerations, does hereby grant, bargain, sell and release unto the Grantee, its successors and assigns, a perpetual exclusive easement for the purpose of the construction and maintenance of public utilities/drainage facilities with full and free right, liberty, and authority to enter upon and to install, operate and maintain such facilities under, across, through and upon, over or within the following described property as specifically identified on Exhibit "A" attached hereto.

DESCRIPTION

See Composite Exhibit "A" (Easement Area – Sketch and Legal Description)

Concomitant and coextensive with this right is the further right in the Grantee, its successors and assigns, of ingress and egress over and on that portion of land described above, to effect the purposes of the easement, as expressed hereinafter. Notwithstanding the foregoing, this easement shall not provide the Grantee any other easement rights not specified herein, over or on any other portion of the property upon which the easement is not located.

That this easement shall be subject only to those easements, restrictions, conditions and reservations of record. That the Grantor agrees to provide for the release or subordination of any and all mortgages or liens encumbering this easement. The Grantor also agrees to erect no building or affect any other kind of construction or improvements upon the property as described in Exhibit "A" without prior written consent of the Grantee. The Grantee shall have the right to remove any permanent or temporary structure in order to access the easement for maintenance or repair. The Grantee shall be responsible for restoring the affected property area to a substantially similar condition utilizing substantially similar materials which were existing before repairs or maintenance took place, except as to grass areas, the Grantee shall only be required to restore grass areas with either Bahia or St. Augustine sod; and no specialty sod shall be installed without payment for same by Grantor to Grantee prior to restoration of the grass areas.

Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good right and lawful authority to grant the above-described easement and that the same is unencumbered except as provided above. Where the context of this Easement Agreement allows or permits, the same shall include the successors or assigns of the parties.

IN WITNESS WHEREOF, the parties to this Easement Agreement set their hands and seals the day and year first above written.

WITNESSES:

GRANTOR/MDR MOTORS, LLC

[Signature]

Signature
Kayla stabile

Print Name
85 DOUGLAS PIKE Smithfield RI
Address

By: [Signature]

Name: Michael Grieco

Its: Member

Date: 5-9-2024

[Signature]

Signature
Jen Pita

Print Name
85 Douglas Pike Smithfield RI
Address

STATE OF RI

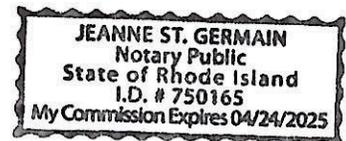
COUNTY OF Providence

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9 day of May, 2024, by Michael Grieco (name of person), as member (type of authority) for MDR MOTORS LLC (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____

[Signature]
Notary Public - State of RI

[Remainder of Page Intentionally Left Blank]



ATTEST:

**GRANTEE/ CITY OF DELRAY BEACH,
FLORIDA**

By: _____
City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to Form:

By: _____
City Attorney

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EXHIBIT "A"

SKETCH AND LEGAL DESCRIPTION FOR UTILITIES EASEMENT